

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

UNITED STATES OF AMERICA <i>ex rel.</i>	)	
SUSAN NEDZA,	)	
	)	
Plaintiff,	)	No. 15 C 6937
	)	
v.	)	Judge Alonso
	)	
AIM SPECIALTY HEALTH,	)	
	)	
Defendant.	)	

**RELATOR’S SHARE AGREEMENT  
WITH THE UNITED STATES OF AMERICA**

This Relator’s Share Agreement is entered into by and between the United States of America and relator Susan Nedza (Relator), through their respective counsel, and as preamble to this agreement the United States and Relator state:

**Preamble**

WHEREAS, the above-captioned complaint was filed by the Relator on behalf of the United States pursuant to 31 U.S.C. § 3730;

WHEREAS, The United States filed a notice of election to decline intervention on October 6, 2017 (Dkt. 14);

WHEREAS, AIM Specialty Health (“AIM” or “Defendant”) and other named defendants filed a motion to dismiss Relator’s Second Amended Complaint (Dkts. 144-45), which the Court granted (Dkt. 216). After Relator filed her Third Amended Complaint naming only AIM and Anthem, Inc. as defendants, AIM and Anthem, Inc. filed a motion to dismiss Relator’s Third Amended Complaint (Dkt. 224-25). The Court granted the motion as to Anthem, Inc. and denied the motion as to AIM (Dkt. 238);

WHEREAS, Defendant and Relator have entered into a Settlement Agreement (Defendant's Settlement Agreement) resolving, among other matters, certain allegations in the complaint;

WHEREAS, under the terms of that Defendant's Settlement Agreement, Defendant has agreed to pay \$13,000,000 to the United States;

WHEREAS, the United States and the Relator mutually desire to make a full, complete, and final settlement of Relator's share of the Defendant's Settlement Agreement proceeds pursuant to 31 U.S.C. § 3730(d)(1).

ACCORDINGLY, in reliance upon the representations contained herein and in consideration of the mutual promises, covenants and obligations in this Relator's Share Agreement and the resolution of the claims set forth below, and for good and valuable consideration, receipt of which is by each acknowledged, the United States and Relator agree as follows:

#### **Terms and Conditions**

1. The United States agrees to pay Relator \$3,640,000 of the \$13,000,000 settlement amount agreed upon by Relator and Defendant. The United States will make this payment within a reasonable time after the United States' receipt of the \$13,000,000 from Defendant. The obligation to make this payment by wire transfer to the Relator is expressly conditioned on the receipt by the United States of the payment under the Defendant's Settlement Agreement. Should the Defendant fail to make any payment required by that Agreement, no payment shall be made to the Relator.

2. Relator agrees that the Defendant's Settlement Agreement is fair, adequate, and reasonable under all circumstances, and will not challenge it pursuant to 31 U.S.C. §3730(c)(2)(B), and expressly waives the opportunity for a hearing on any such objection, pursuant to 31 U.S.C. § 3730(c)(2)(B).

3. Conditioned upon Relator's receipt of the payment described in Paragraph 1, Relator and her, successors, attorneys, agents, and assigns fully and finally releases, waives, and forever discharges the United States, its agencies, officers, agents, employees, and servants, from any claims arising from the filing of this civil action or under 31 U.S.C. § 3730 from any claims to a share of the proceeds of the Defendant's Settlement Agreement and/or the complaint.

4. This Relator Share Agreement does not address any claims Relator may have against Defendant under 31 U.S.C. § 3730(d)(2), including any claims Relator may have against Defendant regarding attorneys' fees and costs.

5. The United States and Relator agree that, if the Defendant's Settlement Agreement is held by the court not to be "fair, adequate, and reasonable," as required under 31 U.S.C. § 3730(c)(2)(B), this Relator's Share Agreement is null and void.

6. This Relator's Share Agreement, together with all of the obligations and terms hereof, shall inure to the benefit of and shall bind assigns, successors-in-interest, or transferees of the United States and Relator.

7. Each of the signatories to this agreement represents that he or she has the full power and authority to enter into this Relator's Share Agreement.

8. This writing constitutes the entire agreement of the United States and Relator with respect to the subject matter of this Relator's Share Agreement and may not be modified, amended, or terminated except by a written agreement signed by the United States and Relator specifically referring to this agreement.

9. This Relator's Share Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same agreement.

10. This Relator's Share Agreement is effective on the date of signature of the last

signatory to the Agreement.

11. All parties consent to the United States' disclosure of this Relator's Share Agreement, and information about this Agreement, to the public.

**RELATOR**

Dated: 3/10/2022 \_\_\_\_\_

DocuSigned by:

*Susan Nedza*

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Susan Nedza

**THE UNITED STATES OF AMERICA**

Dated: \_\_\_\_\_

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